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ELLSWORTH C. ALVORD (1964)

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RECORDATION NO.

23730-CC
FILED

FEB 02 '04

7-48 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

February 1, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 29 to Security Agreement, dated as of February 2, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 23730.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries LLC
620 North Second Street
St. Charles, Missouri 63301

Secured Party: Vegas Financial Corp.
740 S. Decatur Blvd.
Las Vegas, NV 89107

RECORDATION NO. 23730-CC FILED

SUPPLEMENT NO. 29 TO
SECURITY AGREEMENT
(Collateral Substitution)

FEB 02 '04 7-48 AM

SURFACE TRANSPORTATION BOARD

This is Supplement No. 29 dated as February 2, 2004 (the "Supplement") to the Security Agreement dated as of November 1, 2001 (as amended and supplemented, the "Security Agreement"), by and between ACF INDUSTRIES LLC (successor to ACF Industries, Incorporated), a Delaware limited liability company (the "Debtor") and VEGAS FINANCIAL CORP., as Lead Lender for the Lenders (the "Lead Lender").

WHEREAS, the Debtor and the Lead Lender, entered into the Security Agreement dated as of November 1, 2001 pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lead Lender and granted the Lead Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor or its affiliate, pursuant to that certain Revolving Credit Agreement dated as of November 1, 2001 (as amended and supplemented, the "Loan Agreement"), among the Borrowers (as defined therein), including the Debtor, the Lenders (as defined therein) and the Lead Lender;

WHEREAS, the Security Agreement was recorded on November 1, 2001 with the Surface Transportation Board, Recordation No. 23730, and deposited with the Registrar General of Canada, Recordation No. 13711;

WHEREAS, this Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Lead Lender, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral; and

WHEREAS, in connection with the collateral substitution by the Debtor on the day hereof, the Debtor has requested pursuant to Section 8.01 of the Loan Agreement that the Lead Lender release its lien on and its security interest in certain railcars and leases related thereto and all other property of the Debtor related thereto subject to the lien created by the Security Agreement and the Lead Lender has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.
2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Lead Lender and grants the Lead Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases (to the extent each such Equipment Lease relates to such Equipment) and agrees that such Equipment and Equipment Leases (to the extent each such Equipment Lease relates to such Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2 of the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in any other Loan Documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to "Equipment" or "Equipment Lease" in any of the Loan Documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Schedule A-1 hereto.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases (to the extent each such Equipment Lease relates to such Equipment) described on Schedule A-2 hereto and the Lead Lender hereby agrees that such Equipment and Equipment Leases (to the extent each such Equipment Lease relates to such Equipment) shall no longer be included in the Collateral, and hereby releases and terminates its lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases (to the extent each such Equipment Lease relates to such Equipment). Schedule A-2 hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in any of the Loan Documents, shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to "Equipment" or "Equipment Leases" in any of the Loan Documents shall no longer include a reference to the equipment described on Schedule A-2 hereto.

(c) It is hereby agreed that each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in each of the other Loan Documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Release. The Lead Lender hereby releases, and terminates its security interest in, and all of its right, title and interest in and to, the following Collateral:

(a) all railroad tank cars and covered hopper cars described on Schedule A-2 attached hereto (the "Released Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to the Released Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, or proceeds of, any and all of said Released Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) entered into relating to the Released Equipment (each such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar as such rights relate to the Released Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Released Equipment, including any mileage credits associated therewith;

(c) all documents evidencing, and all books and records relating to, the foregoing (including but not limited to, all computer programs, data, disks, tapes, media and printouts where the foregoing is stored or embodied, wherever located);

(d) all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that has become (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, income and profits of or from the foregoing; and

(e) all products and proceeds of any of the foregoing.


4. Ratification. Except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan Document.

5. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC
as Debtor

By: 
Name: Umesh Choksi
Title: Treasurer

VEGAS FINANCIAL CORP., as Lead Lender

By: _____
Name: Ronald P. Lurie
Title: Vice President-Administration

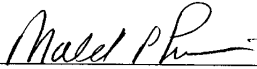
[Signature Page to Supplement No. 29 to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC
as Debtor

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President-Finance


VEGAS FINANCIAL CORP., as Lead Lender

By: 
Name: Ronald P. Lurie
Title: Vice President-Administration

[Signature Page to Supplement No. 29 to Security Agreement]

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 24th day of January, 2004, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that he is the Treasurer of ACF Industries LLC, that the foregoing instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

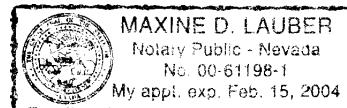


Notary Public

STATE OF NEVADA)
) ss.:
CLARK COUNTY)

On this 27 day of January, 2004, before me, personally appeared Ronald P. Lurie, to me known, who being by me duly sworn, says that he resides in CLARK County, Nevada and is Vice President of Administration of VEGAS FINANCIAL CORP., that said instrument was signed on behalf of said company on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Maxine D. Lauber
Notary Public



SCHEDULE A-1

[SCHEDULE OF REPLACEMENT UNITS]

Lessee	Contract	Rptg Mark	Car Number
OMYA INC	73390007	SHPX	206151
OMYA INC	73390007	SHPX	206152
OMYA INC	73390007	SHPX	206153
OMYA INC	73390007	SHPX	206154
OMYA INC	73390007	SHPX	206155
OMYA INC	73390007	SHPX	206156
OMYA INC	73390007	SHPX	206157
OMYA INC	73390007	SHPX	206158
OMYA INC	73390007	SHPX	206159
OMYA INC	73390007	SHPX	206160
OMYA INC	73390007	SHPX	206161
OMYA INC	73390007	SHPX	206162
OMYA INC	73390007	SHPX	206163
OMYA INC	73390007	SHPX	206164
OMYA INC	73390007	SHPX	206165
OMYA INC	73390007	SHPX	206166
OMYA INC	73390007	SHPX	206167
OMYA INC	73390007	SHPX	206168
OMYA INC	73390007	SHPX	206169
OMYA INC	73390007	SHPX	206170
OMYA INC	73390007	SHPX	206171
OMYA INC	73390007	SHPX	206172
OMYA INC	73390007	SHPX	206173
OMYA INC	73390007	SHPX	206174
OMYA INC	73390007	SHPX	206175
OMYA INC	73390007	SHPX	206176
OMYA INC	73390007	SHPX	206177
OMYA INC	73390007	SHPX	206178
OMYA INC	73390007	SHPX	206179
OMYA INC	73390007	SHPX	206180
OMYA INC	73390007	SHPX	206181
OMYA INC	73390007	SHPX	206182
OMYA INC	73390007	SHPX	206183
OMYA INC	73390007	SHPX	206184
OMYA INC	73390007	SHPX	206185
OMYA INC	73390007	SHPX	206186
OMYA INC	73390007	SHPX	206187
OMYA INC	73390007	SHPX	206188
OMYA INC	73390007	SHPX	206189
OMYA INC	73390007	SHPX	206190
OMYA INC	73390007	SHPX	206191
OMYA INC	73390007	SHPX	206192
OMYA INC	73390007	SHPX	206193
OMYA INC	73390007	SHPX	206194
OMYA INC	73390007	SHPX	206195
OMYA INC	73390007	SHPX	206196
OMYA INC	73390007	SHPX	206197
OMYA INC	73390007	SHPX	206198
OMYA INC	73390007	SHPX	206199
OMYA INC	73390007	SHPX	206200

Lessee	Contract	Rptg Mark	Car Number
OMYA INC	73390007	SHPX	206201
OMYA INC	73390007	SHPX	206202
OMYA INC	73390007	SHPX	206203
OMYA INC	73390007	SHPX	206204
OMYA INC	73390007	SHPX	206205
OMYA INC	73390007	SHPX	206206
OMYA INC	73390007	SHPX	206207
OMYA INC	73390007	SHPX	206208
OMYA INC	73390007	SHPX	206209
OMYA INC	73390007	SHPX	206210
OMYA INC	73390007	SHPX	206211

61 Cars

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

Lessee	Contract	Rptg Mark	Car Number
CEREAL FOOD PROCESSORS INC	8048	SHPX	450102
CEREAL FOOD PROCESSORS INC	8048	SHPX	450105
CEREAL FOOD PROCESSORS INC	8048	SHPX	450111
CEREAL FOOD PROCESSORS INC	8048	SHPX	450114
CEREAL FOOD PROCESSORS INC	8048	SHPX	450115
CEREAL FOOD PROCESSORS INC	8048	SHPX	450116
CEREAL FOOD PROCESSORS INC	8048	SHPX	450117
CEREAL FOOD PROCESSORS INC	8048	SHPX	450118
CEREAL FOOD PROCESSORS INC	8048	SHPX	450119
CEREAL FOOD PROCESSORS INC	8048	SHPX	450120
CEREAL FOOD PROCESSORS INC	8048	SHPX	450121
CEREAL FOOD PROCESSORS INC	8048	SHPX	450126
CEREAL FOOD PROCESSORS INC	8048	SHPX	450128
CEREAL FOOD PROCESSORS INC	8048	SHPX	450129
CEREAL FOOD PROCESSORS INC	8048	SHPX	450130
CEREAL FOOD PROCESSORS INC	8048	SHPX	450131
CEREAL FOOD PROCESSORS INC	8048	SHPX	450132
CEREAL FOOD PROCESSORS INC	8048	SHPX	450133
CEREAL FOOD PROCESSORS INC	8048	SHPX	450134
CEREAL FOOD PROCESSORS INC	8048	SHPX	450135
CEREAL FOOD PROCESSORS INC	8048	SHPX	450136
CEREAL FOOD PROCESSORS INC	8048	SHPX	450137
CEREAL FOOD PROCESSORS INC	8048	SHPX	450138
CEREAL FOOD PROCESSORS INC	8048	SHPX	450139
CEREAL FOOD PROCESSORS INC	8048	SHPX	450140
CEREAL FOOD PROCESSORS INC	8048	SHPX	450141
CEREAL FOOD PROCESSORS INC	8048	SHPX	450142
CEREAL FOOD PROCESSORS INC	8048	SHPX	450143
CEREAL FOOD PROCESSORS INC	8048	SHPX	450144
CEREAL FOOD PROCESSORS INC	8048	SHPX	450145
CEREAL FOOD PROCESSORS INC	8048	SHPX	450146
CEREAL FOOD PROCESSORS INC	8048	SHPX	450147
CEREAL FOOD PROCESSORS INC	8048	SHPX	450148
CEREAL FOOD PROCESSORS INC	8048	SHPX	450149
CEREAL FOOD PROCESSORS INC	8048	SHPX	450150
CEREAL FOOD PROCESSORS INC	8048	SHPX	450151
FLEXSYS AMERICA LP	8023	SHPX	206595
FLEXSYS AMERICA LP	8023	SHPX	206596
FLEXSYS AMERICA LP	8023	SHPX	206597
FLEXSYS AMERICA LP	8023	SHPX	206598
FLEXSYS AMERICA LP	8023	SHPX	206599
FLEXSYS AMERICA LP	8023	SHPX	206600
FLEXSYS AMERICA LP	8023	SHPX	206601
FLEXSYS AMERICA LP	8023	SHPX	206602
MISSISSIPPI LIME COMPAN	8035	SHPX	450055
MISSISSIPPI LIME COMPAN	8035	SHPX	450056
MISSISSIPPI LIME COMPAN	8035	SHPX	450057
MISSISSIPPI LIME COMPAN	8035	SHPX	450058
MISSISSIPPI LIME COMPAN	8035	SHPX	450059
MISSISSIPPI LIME COMPAN	8035	SHPX	450060

Lessee	Contract	Rptg Mark	Car Number
MISSISSIPPI LIME COMPAN	8035	SHPX	450061
MISSISSIPPI LIME COMPAN	8035	SHPX	450062
MISSISSIPPI LIME COMPAN	8035	SHPX	450063
MISSISSIPPI LIME COMPAN	8035	SHPX	450064
MISSISSIPPI LIME COMPAN	8035	SHPX	450065
MISSISSIPPI LIME COMPAN	8035	SHPX	450066
MISSISSIPPI LIME COMPAN	8035	SHPX	450067
MISSISSIPPI LIME COMPAN	8035	SHPX	450068
MISSISSIPPI LIME COMPAN	8035	SHPX	450069
MISSISSIPPI LIME COMPAN	8035	SHPX	450070

60 Cars